



**Master Services Agreement**  
**Madison County Sheriff's Office ( NC )**  
**A301363**

This Master Services Agreement (this "Agreement") is by and between Madison County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

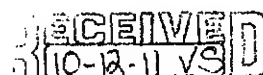
1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. Term. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is forty-eight (48) months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for two (2) successive periods of twelve (12) months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.



11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

EXECUTED as of the Effective Date.

CUSTOMER:

Madison County Sheriff's Office

By: James E Harwood

Name: JAMES E Harwood

Title: Sheriff

Date: 09/30/2011

Customer's Notice Address and Phone Number:

P. O. Box 998  
Marshall, NC 28753

Phone:

PROVIDER:

Securus Technologies, Inc.

By: Robert Pickens

Name: Robert Pickens

Title: Chief Operating Officer

Date: 10-13-11

Provider's Notice Address:

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300

\*Notwithstanding anything to the contrary, the parties acknowledge that the Commission is based on Customer's estimated Average Daily Population ("ADP") count of 50. Therefore, if Customer's ADP count falls below 50 for any consecutive 3-month period, Provider reserves the right to adjust the Commission back to 30%.

### CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

#### DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

#### SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer / desktop / laptop / terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATIONS(S).

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

## COMPENSATION

**Pay Now™** Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay Program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

**Text2Connect™** Text2Connect™, previously known as First Call Connect 2 ("FCC2"), is a program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

## PREPAID CALLING CARDS

### DESCRIPTION:

Upon receipt of your written request, we will provide you with Inmate Prepaid Calling Cards for resale to Inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

### TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer Invoices for Prepaid Calling Cards purchases.

### COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

## Exhibit A: Customer Statement of Work

Madison County Sheriff's Office ( NC )

A301363

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Madison County Sheriff's Office ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 1 Year / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u></p> <p>Madison County Sheriff's Office</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>[Signature]</u></p> <p>Title: <u>[Signature]</u></p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: <u>[Signature]</u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
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Please return signed contract to:

14851 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300

**Madison County Sheriff's Office (NC)**

**SECOND AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Madison County Sheriff's Office ("you" or "Customer") dated October 13, 2011, as subsequently amended by that certain First Amendment dated February 13, 2012 (collectively, the "Agreement").

**WHEREAS**, the parties desire and agree to amend the Agreement to provide for an extension of the Term of the Agreement as more fully set forth herein;

**NOW, THEREFORE**, as of the Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall end on February 12, 2020, or the date on which the current Sheriff is no longer in office, whichever occurs first. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Signing Bonus. On or about the first day of September, 2015, we will pay you a one-time signing bonus of \$20,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) forty-eight (48) months, and the denominator of which is forty-eight (48) months. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.
3. Applications. The following Applications are hereby added to the Agreement:

**INVESTIGATOR PRO™**

**DESCRIPTION:**

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

**THREADS™**

**DESCRIPTION:**

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.



#### COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

#### THREADS™ TERMS OF USE:

a. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.

b. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

c. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is **"AS IS."** Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.

d. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

e. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

#### **LOCATION BASED SERVICES**

##### DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for



MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

#### LBS TERMS OF USE:

a. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.

b. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

c. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "**AS IS**." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and shall have no further liability or responsibility to Customer with respect thereto.

d. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Location-Based Services application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

e. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Location-Based Services application or information obtained in connection therewith.

4. Commission Increase. Effective upon the first day of September, 2015, Provider will increase the commission percentage for Collect and Inmate Debit calls to 70%.

5. Prepaid Calling Card Discount Percentage Increase. Effective upon the first day of September, 2015, Provider will increase the Prepaid Calling Card discount percentage to 70%.

6. Changes to the commission and discount percentage will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.  
CHIEF FINANCIAL OFFICER  
14651 DALLAS PARKWAY, SIXTH FLOOR  
DALLAS, TEXAS 75254

Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.

7. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

8. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

<b>CUSTOMER:</b> Madison County Sheriff's Office By: <u>James Ernest Harrison</u> Name: <u>James Ernest Harrison</u> Title: <u>Sheriff</u> Date: <u>10-15-2015</u>	<b>PROVIDER:</b> Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____
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**Please return signed contract to:**

**14651 Dallas Parkway, Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300**

# Invoice

# SECURUS Technologies™

Invoice No.	158274
Date	4/30/2017
Page	1

## Bill To:

MADISON CO. DETEN. CTR. - NC  
LOWER BRIDGE RD.  
P.O. BOX 455  
MARSHALL NC 28753

## Ship To:

MADISON CO. DETEN. CTR. - NC  
LOWER BRIDGE RD.  
P.O. BOX 455  
MARSHALL NC 28753

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID	
		01826				0.00	
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date	
				NET 30		4/30/2017	
						Master No.	
						341,564	
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price	
1	1	EXCLUDED FROM COMMISSIONS	Local/Intrastate/Intl Excluded From Comm	\$0.00	\$893.25	\$893.25	
1	1	INTERSTATE CALL CHARGES	State-to-State Call Charges	\$0.00	\$949.40	\$949.40	
1	1	NON-INTERSTATE CALL CHARGE	Local/Intrastate/Intl Call Charges	\$0.00	\$3,005.70	\$3,005.70	

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847  
Telephone: 972-277-0300

Subtotal	\$4,848.35
Tax	\$0.00
Misc.	\$0.00
Freight	\$0.00
Trade Discount	(\$2,103.99)
Total	\$2,744.36

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$2,578.86	\$0.00	\$0.00	\$0.00	\$0.20

# Invoice

# SECURUS Technologies™

Invoice No.	164553
Date	3/31/2018
Page	1

## Bill To:

MADISON CO. DETEN. CTR. - NC  
LOWER BRIDGE RD.  
P.O. BOX 455  
MARSHALL NC 28753

## Ship To:

MADISON CO. DETEN. CTR. - NC  
LOWER BRIDGE RD.  
P.O. BOX 455  
MARSHALL NC 28753

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID	
		01826				0.00	
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date	
				NET 30		3/31/2018	
						Master No.	
						370,192	
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price	
1	1	EXCLUDED FROM COMMISSIONS	Local/Intrastate/Intl Excluded From Comm	\$0.00	\$781.00	\$781.00	
1	1	INTERSTATE CALL CHARGES	State-to-State Call Charges	\$0.00	\$996.20	\$996.20	
1	1	NON-INTERSTATE CALL CHARGE	Local/Intrastate/Intl Call Charges	\$0.00	\$2,629.07	\$2,629.07	

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847  
Telephone: 972-277-0300

Subtotal	\$4,406.27
Tax	\$0.00
Misc	\$0.00
Freight	\$0.00
Trade Discount	(\$1,840.35)
Total	\$2,565.92

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$3,070.10	\$6,247.46	\$0.00

## FACILITY ACKNOWLEDGMENT

***By signing this Facility Acknowledgment or activating a Numi Prepaid MasterCard® card on behalf of a consumer, Facility hereby acknowledges and agrees to comply with the terms and conditions contained in this Facility Acknowledgment.***

**PURPOSE** is to ensure the Card Program is distributed and administered in a manner that complies with the Financial Regulations. Capitalized terms used but not defined herein have the meaning set forth in the section of this Acknowledgment entitled "Definitions".

**APPLICABILITY** is to Facility, and all Facility's personnel, contractors, and agents that administer the Card Program for or on behalf of Facility.

**BACKGROUND.** By participation in the Card Program, Facility will be able to return inmate trust funds and other property to persons released from incarceration through the use of prepaid Network Branded (MasterCard/VISA) cards. Numi is required to ensure that all people and entities providing Cards or participating in the Card Program comply with the Financial Regulations. Facility wishes to participate in the Card Program. This Acknowledgment establishes the requirements and standards applicable to Facility in participating in the Card Program. Facility acknowledges that Numi has made alternative terms and conditions applicable to the Card Program available to Facility, including alternatives that involve Facility subsidizing all of or a portion of the total cost of the Card Program such that the Cardholders are charged minimal, if any, fees, and that Facility has chosen a Card Program with full knowledge of the alternatives.

### **MANDATORY CARD DISTRIBUTION GUIDELINES & PROCEDURES.**

**Operating Guidelines.** Numi accepts Facility as an independent distributor of the Cards subject to the terms and conditions of this Acknowledgment. Facility will comply with applicable Financial Regulations, including but not limited to regulations set forth by the Office of Foreign Assets Control (OFAC). Facility will cooperate with Numi to the extent necessary in order to ensure continued compliance with the Financial Regulations. Facility acknowledges that Financial Regulations are subject to change, and should a material change to these regulations occur, Numi will notify Facility of that change and Facility will comply with the Financial Regulations, as changed.

**Mailing Cards.** Treat activated Cards like cash. DO NOT mail activated cards. This is for your protection. Mailing activated Cards puts Facility and recipients at risk for potential fraud and security issues. Numi will not be responsible for any fraudulent activity or security issues as a result of mailing activated Cards. If Facility would like to mail Cards, please contact Numi directly to learn about our safe and compliant distribution options.

**Load Limits.** The Card Program allows Facility to disburse up to a total of \$9,500 per Cardholder in inmate trust funds upon the inmate's release from the Facility.

**ODFI.** Facility authorizes the Originating Depository Financial Institution (ODFI) designated by Numi on behalf of Issuing Bank to initiate a DAILY ACH debit entry for the entire balance of all daily Card load activity by Facility. The daily ACH will be debited from the bank account provided or designated by Facility in the separate ACH agreement between Numi and Facility.

**Card Registration.** When disbursing funds using Cards, Facility will collect and submit to Numi at least the following information:

- (a) Cardholder's full name and date of birth (required to be collected for all Cards);

(b) Upon Numi's request, the Cardholder's Social Security Number and address may be required for disbursements in excess of \$5,000.

Facility will also collect and submit such additional information that Numi requires from time to time in order to ensure compliance with Financial Regulations.

**Delivery of Terms & Conditions to Each Cardholder.** Facility must distribute the Cardholder Terms and Conditions, and other supporting documentation required by Numi to every Cardholder immediately prior to Cardholder's release from Facility. Numi will provide to Facility written procedures and/or training materials regarding the distribution of the Cardholder Terms and Conditions and supporting documentation, and Facility will abide by such procedures to ensure that these materials are provided to the Cardholders as required. If required by Numi, the Facility will obtain the inmate's signature on supporting documentation and provide it to Numi upon request.

**Card Ordering.** Numi and Facility will be responsible for providing Card inventory, replenishment of Card inventory, and securing Card deliveries, such that there is always at least one week of estimated Card requirements on hand at each Facility location, based on a 90 day trailing activation rate.

Numi reserves the right to not deliver any additional Cards to Facility, and to cancel or lock any and all Cards at Facility, if Facility (i) fails to make any payment pursuant to the Card Program, including but not limited to reimbursing Issuing Bank for Inmate funds loaded onto Cards, or (ii) otherwise fails to comply with the terms and conditions of this Acknowledgment.

Numi will periodically ship Cards to Facility's designated locations. Card orders must be signed for upon arrival. The Cards are financial instruments and, as such, Facility must utilize a reasonable standard of care to ensure that the Cards are placed at the time of receipt in a secure storage area and that proper physical and procedural security policies are implemented and followed to ensure the tracking and monitoring of the Cards.

**Card Security.** The Cards must be handled by Facility in accordance with security requirements established by Financial Regulations, including policies and guidelines of MasterCard®, the Issuing Bank, and industry best practices. These security requirements are incorporated into this Acknowledgment by reference and must be implemented by Facility at all locations that store and distribute the Cards.

**System Security.** Neither party will transmit or disseminate to the other party, the other party's service providers, or their respective networks or systems any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines (collectively, "Viruses") that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information. Each party will use then-current industry standard security and antivirus tools to detect and eliminate Viruses.

**Card Inventory.** Facility will maintain physical security of the Cards at all times. Facility will store the Cards in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks. Card inventory is subject to audit by Numi or the Issuing Bank with at least 10 days advance notice. Facility will deliver a completed certified inventory report to Numi at least once per year, or any time upon Numi's request, that accounts for all Cards. Facility will maintain an inventory log of the number of Cards spoiled (e.g. cards that cannot be used due to damage, tampering or expiration). Facility will promptly report any inventory discrepancy to Numi via an electronic mail communication to [corrections@numifinancial.com](mailto:corrections@numifinancial.com) or by contacting Numi at 760-444-5525. Facility will produce any of the above-mentioned documentation upon Numi's request at any time during the audit.



**Reimbursement of Loaded Funds.** Facility, or Facility's assigned Fiduciary Banking Agent, must ensure that there are adequate funds available and accessible to Issuing Bank to cover the Facility's daily Card loading activity. If Facility chooses to have the obligations of this section performed by a Fiduciary Banking Agent, both the Facility and the Fiduciary Banking Agent must execute a copy of this Acknowledgment with Numi. In addition, Facility, or Facility's Fiduciary Banking Agent, must execute the separate ACH authorization agreement. The ACH authorization will remain in full force and effect until Numi receives written notice of termination as required in this Acknowledgment. Upon receipt of the notice of termination, Numi will inform the Issuing Bank that is performing the ACH activities of such termination. Facility understands that the unsuccessful collection of funds by Issuing Bank will result in the immediate suspension of the Card Program at Facility upon notice by Numi of the breach of this funding obligation, and Numi will have the unilateral right to suspend or terminate the Card Program at the Facility. The Facility, or Facility's assigned Fiduciary Banking Agent, agrees it will not initiate a return or stop pay, with their bank, for any ACH settlement item for the Card loading activity. If the Facility or Facility's assigned Fiduciary Banking Agent has any issues, objections or discrepancies regarding the amounts of the ACH items, the Facility should contact Numi directly to resolve.

**Card Return or Destruction.** Numi may request the return of unused Cards in inventory for destruction for reasons including, but not limited to, the following:

- (a) Cards are compromised or tampered with;
- (b) Card stock expired;
- (c) Cards are damaged or defective; or
- (d) Card Program is terminated

Upon receipt of a request from Numi, Facility will securely package any Cards to be returned and will include a completed inventory log with the shipment.

Alternatively, at the direction of Numi, Facility may destroy any defective or damaged Cards, and certify their destruction by any method specified in the MasterCard® guidelines (currently available at <http://www.mastercard.us/terms-of-use.html>). A template for certifying the Card's destruction is available upon request by electronic mail to [compliance@numifinancial.com](mailto:compliance@numifinancial.com), or by contacting Numi at 760-444-5525.

**Unauthorized Facility Activities.** Numi has the unilateral right to suspend or terminate the Card Program if the Facility fails to properly store, register, or activate the Cards, deliver the Cardholder Terms and Conditions and/or supporting documentation required by Numi with the Cards, or otherwise comply with the Financial Regulations or the requirements in this Acknowledgment. If Numi determines such a failure exists, Numi will notify Facility in writing, and, if reasonably capable of being corrected, Facility will have 3 business days after the receipt of notification to correct the failure before Numi terminates the Card Program, unless elsewhere in this Acknowledgment, Numi has the right to terminate or suspend immediately.

**Designated Card Program Use.** In addition to inmate release Card programs, Numi provides Card programs designed for specific applications such as inmate transfers to ICE, trust fund disbursements to Friends and Family, Work Release programs, and for other agency disbursement activities. Use of the inmate release Card program for its unintended purpose is a violation of this agreement. Please contact Numi if you are interested in using any of Numi's additional Card programs as listed above.

**Training.** Facility, with the assistance of Numi as needed, will provide sufficient training for all employees, representatives, contractors or other individuals conducting the Card Program to ensure compliance with the Financial Regulations and this Acknowledgment.

**Customer Service.** Numi is responsible for providing customer service for issues related to the Card Program to both Facility and the Cardholders. Facility will cooperate with Numi in providing customer service to Cardholders and will

provide such information and documents in Facility's possession or control that Numi reasonably requests from time to time in connection with providing customer service to Cardholders.

Facility understands and acknowledges that Numi's Card Program is a complex combination of hardware and software that is hosted by and interfaced with other service providers, as such, operational failures, malfunctions and other errors may occur resulting in, among other things, Card access denials and/or delays, and periods of suspended service to Facility and Cardholders. Facility will notify Numi and/or terminal software provider of Card Program related operational issues immediately, and Numi will use commercially reasonable efforts to minimize such issues.

## **GENERAL PROVISIONS.**

**Press Releases/Publicity.** Numi and Facility each agree not to issue any press release or public statements regarding Facility's participation in the Card Program without the other's prior consent.

**Advertising and Marketing Materials.** Facility will only use Program Materials provided by Numi in connection with its conduct of the Card Program. Facility will not alter or modify any Program Materials without the express prior written consent of Numi.

**Confidentiality.** Facility agrees to keep all information about the Card Program, the Cards and the Cardholders accessed, obtained or collected in connection with the Card Program (the "Information") confidential at all times except as required by law. In addition, Facility may not use or disclose the Information except to conduct the Card Program and to disclose the Information to those of its directors, officers, agents, and employees who have a reasonable need to know it in order to conduct the Card Program. Prior to disclosing this Information, however, Facility will inform the person to receive the Information of its confidential nature and the obligations of nondisclosure and confidentiality as defined herein and Facility will be responsible for any breach of such obligations by such person. Facility acknowledges that it is not authorized to retain any Information. The foregoing does not apply to information that Facility accesses or receives exclusively in the ordinary course of its business of operating a jail, detention center, or correctional institution.

**Term of Non-Disclosure Obligation.** The obligations of nondisclosure and confidentiality undertaken herein will continue for as long as Facility wishes to utilize Numi products for any purpose, or longer if required by Financial Regulations.

**Mutual Indemnification.** Facility agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Acknowledgement by Numi, Facility will indemnify and hold harmless Numi, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions, Card and/or Card Program misuse, and/or theft, or from breach of this Acknowledgment by Facility, Facility's personnel, or third parties under the direction or control of Facility, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

Numi agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Acknowledgment by Facility, Numi will indemnify and hold harmless the Facility, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions or breach of this Acknowledgment by Numi, Numi's personnel or third parties under the direction or control of Numi, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

**Termination.** This Acknowledgment may be terminated by Facility with or without cause by providing ninety (90) days written notice to Numi. Numi may terminate the Card Program and this Acknowledgment immediately if Issuing Bank or any regulatory authority or governmental agency with jurisdiction over Issuing Bank or Numi requires such termination. Upon termination, Facility will return all unused card inventory and cardholder education materials to Numi.

**Release Methods.** Facility has the authority, in its sole and absolute discretion, to choose which method or methods are used to return inmate trust fund balances. To the extent Facility utilizes prepaid cards for this purpose, to limit consumer confusion and allow for Numi to provide proper customer support, so long as this Acknowledgment is in place, Facility will only use Numi as its exclusive payment solution provider with respect to such prepaid cards.

**Audit Rights.** Facility acknowledges that MasterCard®, Issuing Bank and any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank, to the extent required by such authority or agency, may perform an examination of Facility with respect to the Card Program and Facility's compliance with its obligations hereunder. Numi may perform one (1) on-site audit of Facility per calendar year, upon 10 days prior written notice to Facility. As Numi determines in its discretion, Numi may perform any additional audits of Facility without notice, provided that such audits do not unreasonably interfere with the Facility's operation of the jail, detention center or correctional facility. Facility will cooperate and provide any information that may be required in connection with any such examination or audit. Facility will also provide any information that MasterCard®, any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank requires in connection with an examination of Numi or Issuing Bank or that may be required from time to time with respect to the financial condition and security and business practices of Facility.

**Public Records Request.** Upon receipt by Facility of a public records request for a copy of this Acknowledgment or any other card program materials, Facility hereby agrees to inform Numi in writing of any such request prior to providing any of the requested materials to the party initiating the public records request.

**Changes to Card Program.** As between Facility and Numi, Facility agrees that Numi may in its sole discretion, due to regulatory, market, economic or other factors, modify any aspect of the Card Program including card program pricing, cardholder fees, cardholder education materials and cardholder identification requirements. Notice of any card program modification will be provided in writing to the Facility prior to any such modification taking effect. Upon receipt of written notice of a program modification Facility hereby agrees to abide by such modifications in connection with its obligations as outlined in this Acknowledgment.

**Entire Agreement.** This Acknowledgment supersedes any prior written agreement or other written correspondence between the parties and constitutes the entire agreement between Numi and Facility.

#### **Definitions.**

- "Acknowledgment" means this Facility Acknowledgment.
- "Card" means a Numi Prestige Prepaid MasterCard® card issued through the Card Program.
- "Cardholder Terms and Conditions" means the terms and conditions agreement that must be distributed to the Cardholder by the Facility in connection with Card use.
- "Cardholder" means a released inmate who receives a Card.
- "Card Program" means the Numi Prestige Prepaid MasterCard® program.
- "Facility" means the undersigned, which includes but is not limited to jail(s), detention center(s), or other correctional institution(s).
- "Financial Regulations" means the requirements of the Issuing Bank, and MasterCard®, financial industry standards, and State and Federal laws and regulations, as well as certain additional requirements Numi specifies from time to time to facilitate the proper operation of the Card Program.

- "Fiduciary Banking Agent" means a 3rd party such as a commissary provider or inmate banking software provider who manages the inmate trust fund on behalf of the Facility and who is responsible for reimbursing Issuing Bank for all card loading activity as set forth in this Acknowledgment.
- "Issuing Bank" means the bank issuing the Cards, as stated in the issuer statement on each Card.
- "Numi" means Stored Value Cards, Inc. d/b/a Numi Financial.
- "Program Materials" means the educational and marketing materials distributed by Numi in connection with the Card Program.

**Facility**

**Fiduciary Banking Agent (if applicable)**

Facility Name: <u>Madison County Sheriff's Office</u>	Agent Name: _____
Signature: <u>[Signature]</u>	Signature: _____
Print Name: <u>TOM BANKS</u>	Print Name: _____
Title: <u>Jail Administrator</u>	Title: _____
Date: <u>06-21-2017</u>	Date: _____

# MADISON COUNTY NC REBATE COVER

Month Reporting: Feb-18

To: Madison County Sheriffs Office  
P.O. Box 998  
Marshall, N.C. 28753  
Attn: Sheriff Harwood

From: Kimbles Food by design  
607 Hines Street  
LaGrange, Ga. 30241

Feature	Total Sales	Commission Amount
store call	\$5,141.77	\$1,388.28
care packs	\$949.76	\$256.44
snack packs	\$2,294.00	\$607.24
video visitation	0	\$0.00
Total Commission Sales		\$2,251.95

Total Commission Madison County: \$2,251.95

less legal research \$275.00

Net net Madison County \$1,976.95

# MADISON COUNTY NC COMMISSARY REBATE

Month Reporting: Feb-18

To: **Madison County Sheriffs Office**  
**P.O. Box 998**  
**Marshall, N.C. 28753**  
**Attn: Sheriff Harwood**

From: **Kimbles Food by design**  
**607 Hines Street**  
**LaGrange, Ga. 30241**

<b>Period</b>	<b>Gross</b>	<b>Tax</b>	<b>Net Sales</b>
Feb-18	\$5,373.77	\$173.94	\$5,199.83

<b>Total Net Sales</b>	<b>\$5,199.83</b>
<b>Tax Exempt Sales</b>	<b>\$58.06</b>
<b>Net Sales Less Stamp Sales</b>	<b>\$5,141.77</b>

**Commission Rate      27%**

**Total Commission Madison County:    \$1,388.28**



# MADISON COUNTY NC INMATE CARE PACK REBATE

Month Reporting: Feb-18

To: Madison County Sheriffs Office  
P.O. Box 998  
Marshall, N.C. 28753  
Attn: Sheriff Harwood

From: Kimbles Food by design  
607 Hines Street  
LaGrange, Ga. 30241

Period	Total Sales	Commissionable Amount
Feb-18	\$1,021.25	\$949.76
Total Commissionable Sales		\$949.76

Commission Rate 27.00%

Net Madison County NC: \$256.44

# MADISON COUNTY SNACK PACK REBATE

Month Reporting: Feb-18

To: Madison County Sheriffs Office  
P.O. Box 998  
Marshall, N.C. 28753  
Attn: Sheriff Harwood

From: Kimbles Food by design  
607 Hines Street  
LaGrange, Ga. 30241

<u>Period</u>	<u>Gross</u>	<u>Tax</u>	<u>Net Sales</u>
Feb-18	\$2,294.00	\$44.98	\$2,249.02

Total Net Sales	\$2,249.02
Tax Exempt Sales	\$0.00
Net Sales Less Stamp Sales	\$2,249.02

Commission Rate 27%

Total Commission Madison County: \$607.24

# MADISON COUNTY NC VIDEO VISITATION REBATE

Month Reporting: Feb-18

To: Madison County Sheriffs Office  
P.O. Box 998  
Marshall, N.C. 28753  
Attn: Sheriff Harwood

From: Kimbles Food by design  
607 Hines Street  
LaGrange, Ga. 30241

Period	Total Minutes	Commissionable Amount
Feb-18	0	0
Total Commissionable Sales		0

Commission Rate \$0.05

Net Commission Madison County NC : \$0.00

# MADISON COUNTY NC REBATE COVER

Month Reporting: Mar-18

To: Madison County Sheriffs Office  
P.O. Box 998  
Marshall, N.C. 28753  
Attn: Sheriff Harwood

From: Kimbles Food by design  
607 Hines Street  
LaGrange, Ga. 30241

Feature	Total Sales	Commission Amount
store call	\$5,657.42	\$1,527.50
care packs	\$949.76	\$256.44
snack packs	\$2,294.00	\$607.24
video visitation	0	\$0.00
Total Commission Sales		\$2,391.17

Total Commission Madison County: \$2,391.17

less legal research \$275.00

Net net Madison County \$2,116.17

Kimble Food by Design  
607 Hines Street  
LaGrange, Ga. 30241  
Tel: 770-962-1111  
Fax: 770-962-1112  
Email: kimbles@kimblesfood.com  
Web: www.kimblesfood.com

# MADISON COUNTY NC COMMISSARY REBATE

Month Reporting: **Mar-18**

To: **Madison County Sheriffs Office**  
**P.O. Box 998**  
**Marshall, N.C. 28753**  
**Attn: Sheriff Harwood**

From: **Kimbles Food by design**  
**607 Hines Street**  
**LaGrange, Ga. 30241**

<b>Period</b>	<b>Gross</b>	<b>Tax</b>	<b>Net Sales</b>
Mar-18	\$5,921.80	\$214.99	\$5,706.81

<b>Total Net Sales</b>	<b>\$5,706.81</b>
<b>Tax Exempt Sales</b>	<b>\$49.39</b>
<b>Net Sales Less Stamp Sales</b>	<b>\$5,657.42</b>

**Commission Rate      27%**

**Total Commission Madison County:      \$1,527.50**

# MADISON COUNTY SNACK PACK REBATE

Month Reporting: Mar-18

To: Madison County Sheriffs Office  
P.O. Box 998  
Marshall, N.C. 28753  
Attn: Sheriff Harwood

From: Kimbles Food by design  
607 Hines Street  
LaGrange, Ga. 30241

Period	Gross	Tax	Net Sales
Mar-18	\$2,294.00	\$44.98	\$2,249.02

Total Net Sales	\$2,249.02
Tax Exempt Sales	\$0.00
Net Sales Less Stamp Sales	\$2,249.02

Commission Rate 27%

Total Commission Madison County: \$607.24



# MADISON COUNTY NC VIDEO VISITATION REBATE

Month Reporting: Mar-18

To: Madison County Sheriffs Office  
P.O. Box 998  
Marshall, N.C. 28753  
Attn: Sheriff Harwood

From: Kimbles Food by design  
607 Hines Street  
LaGrange, Ga. 30241

Period	Total Minutes	Commissionable Amount
Mar-18	0	0
Total Commissionable Sales		0

Commission Rate \$0.05

Net Commission Madison County NC : \$0.00

## **Service Agreement Kimble's Commissary/Madison County NC**

THIS SERVICE AGREEMENT IS BY AND BETWEEN MADISON COUNTY N.C. ("CUSTOMER") AND KIMBLE'S COMMISSARY SERVICES, A WHOLLY OWNED DIVISION OF KIMBLE'S FOODS BY DESIGN., ("WE," "US," OR "PROVIDER"). THIS AGREEMENT SUPERSEDES ANY AND ALL OTHER AGREEMENTS (ORAL, WRITTEN, OR OTHERWISE) THAT MAY HAVE BEEN MADE BETWEEN THE PARTIES, AND SHALL BE EFFECTIVE AS OF DECEMBER 5, 2011. THIS AGREEMENT CONSISTS OF FOUR (4) PAGES.

THE CUSTOMER DESIRES THAT KIMBLE'S COMMISSARY PROVIDE COMMISSARY SERVICES TO THE INMATES HOUSED IN THE MADISON COUNTY JAIL AND PROVIDE RELATED SOFTWARE AND EQUIPMENT ACCORDING TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, AND ACCORDING TO THE SCHEDULE AND WORK ORDERS, WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT;

THE PROVIDER AGREES TO PROVIDE COMMISSARY SERVICES TO THE INMATES HOUSED IN THE MADISON COUNTY JAIL AND PROVIDE RELATED SOFTWARE AND EQUIPMENT ACCORDING TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, AND ACCORDING TO THE SCHEDULE WHICH IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

**USE OF APPLICATIONS.** YOU GRANT US THE EXCLUSIVE RIGHT AND LICENSE TO INSTALL, MAINTAIN, AND DERIVE REVENUE FROM THE APPLICATIONS THROUGH OUR COMMISSARY SERVICES (INCLUDING, WITHOUT LIMITATION, THE RELATED HARDWARE AND SOFTWARE) LOCATED IN AND AROUND THE INMATE CONFINEMENT FACILITIES IDENTIFIED ON THE SCHEDULES (THE "FACILITIES"). YOU ARE RESPONSIBLE FOR THE MANNER IN WHICH YOU USE THE APPLICATIONS. UNLESS EXPRESSLY PERMITTED BY A SCHEDULE OR SEPARATE WRITTEN AGREEMENT WITH US, YOU WILL NOT RESELL THE APPLICATIONS OR PROVIDE ACCESS TO THE APPLICATIONS (OTHER THAN AS EXPRESSLY PROVIDED IN A PARTICULAR SCHEDULE), DIRECTLY OR INDIRECTLY, TO THIRD PARTIES. DURING THE TERM OF THIS AGREEMENT AND SUBJECT TO THE REMAINING TERMS AND CONDITIONS OF THIS AGREEMENT, PROVIDER SHALL BE THE SOLE AND EXCLUSIVE PROVIDER OF INMATE RELATED COMMISSARY SERVICES, IN LIEU OF ANY OTHER THIRD PARTY PROVIDING SUCH COMMISSARY SERVICES, INCLUDING WITHOUT LIMITATION, CUSTOMER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

**TERM.** THE "TERM" OF THIS AGREEMENT SHALL COMMENCE ON DECEMBER 6, 2011 AND WILL CONTINUE FOR TWELVE (12) MONTHS THEREAFTER. AT THE EXPIRATION OF THE ORIGINAL TERM THE AGREEMENT SHALL RENEW FOR ONE (1) YEAR PERIODS UNLESS ONE OF THE PARTIES NOTIFIES THE OTHER THIRTY DAYS (30) PRIOR TO THE EXPIRATION OF THEIR INTENTION TO TERMINATE THE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE TO APPLY TO EACH SCHEDULE FOR SO LONG AS WE CONTINUE TO PROVIDE THE APPLICATION TO YOU AFTER THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

**SOFTWARE LICENSE.** WE GRANT YOU A NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE (WITHOUT THE RIGHT TO SUBLICENSE) TO ACCESS AND USE CERTAIN PROPRIETARY COMPUTER SOFTWARE PRODUCTS AND MATERIALS IN CONNECTION WITH THE APPLICATIONS (THE "SOFTWARE"). THE SOFTWARE INCLUDES ANY UPGRADES, MODIFICATIONS, UPDATES, AND ADDITIONS TO EXISTING FEATURES THAT WE IMPLEMENT IN OUR DISCRETION (THE "UPDATES"). UPDATES DO NOT INCLUDE ADDITIONAL FEATURES AND SIGNIFICANT ENHANCEMENTS TO EXISTING FEATURES. YOU ARE THE LICENSE HOLDER OF ANY THIRD-PARTY SOFTWARE PRODUCTS WE OBTAIN ON YOUR BEHALF. YOU AUTHORIZE US TO PROVIDE OR PREINSTALL THE THIRD-PARTY SOFTWARE AND AGREE THAT WE MAY AGREE TO THE THIRD PARTY END USER LICENSE AGREEMENTS ON YOUR BEHALF. YOUR RIGHTS TO USE ANY THIRD-PARTY SOFTWARE PRODUCT THAT WE PROVIDE SHALL BE LIMITED BY THE TERMS OF THE UNDERLYING LICENSE THAT WE OBTAINED FOR SUCH PRODUCT. THE SOFTWARE IS TO BE USED SOLELY FOR YOUR INTERNAL BUSINESS PURPOSES IN CONNECTION WITH THE APPLICATIONS AT THE FACILITIES. YOU WILL NOT (i) PERMIT A THIRD PARTY TO USE THE SOFTWARE, (ii) ASSIGN, SUBLICENSE, LEASE, ENCUMBER, OR OTHERWISE TRANSFER OR ATTEMPT TO TRANSFER THE SOFTWARE OR ANY PORTION THEREOF, (iii) PROCESS OR PERMIT TO BE PROCESSED ANY DATA OF ANY OTHER PARTY WITH THE SOFTWARE, (iv) ALTER, MAINTAIN, ENHANCE, DISASSEMBLE, DECOMPILE, REVERSE ENGINEER OR OTHERWISE MODIFY THE SOFTWARE OR ALLOW ANY THIRD PARTY TO DO SO, (v) CONNECT THE SOFTWARE TO ANY PRODUCTS THAT WE DID NOT FURNISH OR APPROVE, OR (vi) SHIP, TRANSFER, OR EXPORT THE SOFTWARE INTO ANY COUNTRY, OR USE THE SOFTWARE IN ANY MANNER PROHIBITED BY THE EXPORT LAWS OF THE UNITED STATES. WE ARE NOT LIABLE WITH REGARD TO ANY SOFTWARE THAT YOU USE IN A PROHIBITED MANNER.

**CONFIDENTIALITY.** THE SYSTEM, APPLICATIONS, AND RELATED DATA AND INFORMATION (THE "CONFIDENTIAL INFORMATION") SHALL AT ALL TIMES REMAIN CONFIDENTIAL TO PROVIDER. YOU AGREE THAT YOU WILL NOT DISCLOSE SUCH CONFIDENTIAL INFORMATION TO ANY THIRD PARTY WITHOUT OUR PRIOR WRITTEN CONSENT.

BECAUSE YOU WILL BE ABLE TO ACCESS CONFIDENTIAL INFORMATION OF THIRD PARTIES THAT IS PROTECTED BY CERTAIN FEDERAL AND STATE PRIVACY LAWS THROUGH THE SOFTWARE AND APPLICATIONS, YOU SHALL ONLY ACCESS THE SOFTWARE WITH COMPUTER SYSTEMS THAT HAVE EFFECTIVE FIREWALL AND ANTI-VIRUS PROTECTION.

**INSURANCE.** WE MAINTAIN COMPREHENSIVE GENERAL LIABILITY INSURANCE HAVING LIMITS OF NOT LESS THAN \$1,000,000.00 IN THE AGGREGATE. YOU AGREE TO PROVIDE US WITH REASONABLE AND TIMELY WRITTEN NOTICE OF ANY CLAIM, DEMAND, OR CAUSE OF ACTION MADE OR BROUGHT AGAINST YOU ARISING OUT OF OR RELATED TO THE UTILIZATION OF THE APPLICATIONS AND THE SYSTEM IN WHICH THE PROVIDER IS BROUGHT IN AS A CO-DEFENDANT IN THE CLAIM. WE HAVE THE RIGHT TO DEFEND ANY SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AT OUR SOLE COST AND EXPENSE AND WITHIN OUR SOLE AND EXCLUSIVE DISCRETION. YOU AGREE NOT TO COMPROMISE OR SETTLE ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE UTILIZATION OF THE APPLICATIONS OR SYSTEM WITHOUT OUR PRIOR WRITTEN CONSENT, AND YOU ARE REQUIRED TO ASSIST US WITH OUR DEFENSE OF ANY SUCH CLAIM, DEMAND, OR CAUSE OF ACTION.

**DEFAULT AND TERMINATION.** IF EITHER PARTY DEFAULTS IN THE PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT, THEN THE NON-DEFAULTING PARTY SHALL GIVE THE DEFAULTING PARTY WRITTEN NOTICE OF ITS DEFAULT, SETTING FORTH WITH SPECIFICITY THE NATURE OF THE DEFAULT. IF THE DEFAULTING PARTY FAILS TO CURE ITS DEFAULT WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE NOTICE OF DEFAULT, THEN THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON THIRTY (30) DAYS WRITTEN NOTICE NOTWITHSTANDING THE FOREGOING, IF YOU BREACH YOUR OBLIGATIONS IN THE SECTION ENTITLED "SOFTWARE LICENSE" OR THE SECTION ENTITLED "CONFIDENTIALITY", THEN WE SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY..

**LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

**UNCONTROLLABLE CIRCUMSTANCE.** WE RESERVE THE RIGHT TO RENEGOTIATE OR TERMINATE THIS AGREEMENT UPON SIXTY (60) DAYS ADVANCE WRITTEN NOTICE IF CIRCUMSTANCES OUTSIDE OUR CONTROL RELATED TO THE FACILITIES OPERATIONS MANDATED BY LAW; MATERIAL REDUCTION IN INMATE POPULATION OR CAPACITY; MATERIAL CHANGES IN JAIL POLICY OR ECONOMIC CONDITIONS; ACTS OF GOD; ACTIONS YOU TAKE FOR SECURITY REASONS (SUCH AS LOCK-DOWNS)) NEGATIVELY IMPACT OUR BUSINESS; HOWEVER, WE SHALL NOT UNREASONABLY EXERCISE SUCH RIGHT. FURTHER, CUSTOMER ACKNOWLEDGES THAT PROVIDER'S PROVISION OF THE SERVICES IS SUBJECT TO CERTAIN FEDERAL, STATE OR LOCAL REGULATORY REQUIREMENTS AND RESTRICTIONS WHICH ARE SUBJECT TO CHANGE FROM TIME-TO-TIME AND NOTHING CONTAINED HEREIN TO THE CONTRARY SHALL RESTRICT PROVIDER FROM TAKING ANY STEPS NECESSARY TO PERFORM IN COMPLIANCE THEREWITH.

**FORCE MAJEURE.** EITHER PARTY MAY BE EXCUSED FROM PERFORMANCE UNDER THIS AGREEMENT TO THE EXTENT THAT PERFORMANCE IS PREVENTED BY ANY ACT OF GOD, WAR, CIVIL DISTURBANCE, TERRORISM, STRIKES, SUPPLY OR MARKET, FAILURE OF A THIRD PARTY'S PERFORMANCE, FAILURE, FLUCTUATION OR NON-AVAILABILITY OF ELECTRICAL POWER, HEAT, LIGHT, AIR CONDITIONING OR TELECOMMUNICATIONS EQUIPMENT, OTHER EQUIPMENT FAILURE OR SIMILAR EVENT BEYOND ITS REASONABLE CONTROL; PROVIDED, HOWEVER THAT THE AFFECTED PARTY SHALL USE REASONABLE EFFORTS TO REMOVE SUCH CAUSES OF NON-PERFORMANCE.

**NOTICES.** ANY NOTICE OR DEMAND MADE BY EITHER PARTY UNDER THE TERMS OF THIS AGREEMENT OR UNDER ANY STATUTE SHALL BE IN WRITING AND SHALL BE GIVEN BY PERSONAL DELIVERY; REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID; OR COMMERCIAL COURIER DELIVERY SERVICE, TO THE ADDRESS BELOW THE PARTY'S SIGNATURE BELOW, OR TO SUCH OTHER ADDRESS AS A PARTY MAY DESIGNATE BY WRITTEN NOTICE IN COMPLIANCE WITH THIS SECTION.

**MISCELLANEOUS.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA. NO WAIVER BY EITHER PARTY OF ANY EVENT OF DEFAULT UNDER THIS AGREEMENT SHALL OPERATE AS A WAIVER OF ANY SUBSEQUENT DEFAULT UNDER THE TERMS OF THIS AGREEMENT. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY OR ENFORCEABILITY OF THE OTHER PROVISIONS SHALL REMAIN UNAFFECTED. THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF PROVIDER AND CUSTOMER AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS. EXCEPT FOR ASSIGNMENTS TO OUR AFFILIATES OR TO ANY ENTITY THAT SUCCEEDS TO OUR BUSINESS IN CONNECTION WITH A MERGER OR ACQUISITION, NEITHER PARTY MAY ASSIGN THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. EACH SIGNATORY TO THIS AGREEMENT WARRANTS AND REPRESENTS THAT HE OR SHE HAS THE UNRESTRICTED RIGHT AND

REQUISITE AUTHORITY TO ENTER INTO AND EXECUTE THIS AGREEMENT, TO BIND HIS OR HER RESPECTIVE PARTY, AND TO AUTHORIZE THE INSTALLATION AND OPERATION OF THE SYSTEM. PROVIDER AND CUSTOMER EACH SHALL COMPLY, AT ITS OWN EXPENSE, WITH ALL APPLICABLE LAWS AND REGULATIONS IN THE PERFORMANCE OF THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT AND OTHERWISE IN THEIR OPERATIONS. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED BY THE PARTIES OR ANY OTHER ENTITY TO CREATE AN AGENCY, PARTNERSHIP, OR JOINT VENTURE BETWEEN CUSTOMER AND PROVIDER. THIS AGREEMENT CANNOT BE MODIFIED ORALLY AND CAN ONLY BE MODIFIED BY A WRITTEN INSTRUMENT SIGNED BY ALL PARTIES. THE PARTIES' RIGHTS AND OBLIGATIONS, WHICH BY THEIR NATURE WOULD EXTEND BEYOND THE TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT, SHALL SURVIVE SUCH TERMINATION, CANCELLATION, OR EXPIRATION (INCLUDING, WITHOUT LIMITATION, ANY PAYMENT OBLIGATIONS FOR SERVICES OR EQUIPMENT RECEIVED PRIOR TO SUCH TERMINATION, CANCELLATION, OR EXPIRATION). THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH SHALL BE FULLY EFFECTIVE AS AN ORIGINAL, AND ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THIS AGREEMENT, TOGETHER WITH THE EXHIBITS AND SCHEDULES, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES REGARDING THE SUBJECT MATTER SET FORTH HEREIN AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN AGREEMENTS OR GUARANTEES REGARDING THE SUBJECT MATTER SET FORTH HEREIN.

THIS SCHEDULE IS BETWEEN KIMBLE'S COMMISSARY AND MADISON COUNTY NC AND IS PART OF AND GOVERNED BY THE MASTER SERVICES AGREEMENT EXECUTED BY THE PARTIES.

APPLICATION: KIMBLE'S WILL PROVIDE THE FOLLOWING APPLICATIONS:

- ✓ KIMBLE'S COMMISSARY "INMATE DIRECT" TRUST FUND ACCOUNTING SOFTWARE.
- ✓ TWENTY FOUR (24) HOUR INTERNET AND PHONE ACCESS THROUGH J PAY FOR FRIENDS AND FAMILY TO ADD FUNDS TO THE INMATE ACCOUNTS.
- ✓ TWENTY FOUR (24) HOUR MONITORING OF ON-SITE EQUIPMENT TO ENSURE PROPER OPERATION AS WELL AS OFF-SITE DATA BACKUP AT A MINIMUM OF ONCE EVERY 24 HOURS
- ✓ INMATE RELEASE CARDS WILL BE PROVIDED THROUGH THE J PAY SYSTEM
- ✓ KIMBLE'S COMMISSARY WILL PROVIDE PERSONAL CARE ITEMS, CLOTHING AND FOOD PRODUCTS FOR SALE TO INMATES OF THE JAIL. THESE ITEMS WILL BE LISTED ON A MENU AGREED UPON BY THE FACILITY STAFF AND KIMBLE'S FOODS. THE PRICES OF THESE GOODS WILL BE REVIEWED AT LEAST ON A YEARLY BASIS AND AGREED UPON BY THE FACILITY STAFF AND KIMBLE'S FOODS. BOTH PARTIES AGREE THAT FLUCTUATION IN MARKET PRICES MAY REQUIRE PRICE ADJUSTMENTS ON INDIVIDUAL PRODUCTS AT INTERVALS MORE FREQUENT THAN ONCE EACH YEAR.
- ✓ ONE WORKSTATION AND NECESSARY SOFTWARE TO ADMINISTER THE PROCESSING OF INMATE COMMISSARY ORDERS AS WELL PRINTERS AND OTHER RELATED EQUIPMENT FOR THE COMMISSARY OFFICE.
- ✓ ONE COMPUTER SERVER FOR THE OPERATION OF THE COMMISSARY AND INMATE FUNDS ACCOUNTING SYSTEM. KIMBLE'S WILL INSTALL KIMBLE'S SOFTWARE ON COMPUTERS OWNED BY THE COUNTY AS APPROVED BY THE SHERIFF FOR USE BY FACILITY STAFF.
- ✓ KIMBLE'S WILL BE RESPONSIBLE FOR THE PAYMENT OF ALL APPLICABLE TAXES ON ITEMS PURCHASED BY INMATES. THE PRICING ON MENUS PRESENTED TO INMATES TO PURCHASE GOODS SHALL INCLUDE ALL APPLICABLE TAXES.
- ✓ KIMBLE'S WILL PAY A REBATE COMMISSION OF 19.0% TO MADISON COUNTY ON ALL ITEMS PURCHASED BY INMATES OF THE MADISON COUNTY JAIL.
- ✓ INTERFACE WITH SOUTHERN SOFTWARE "JAILPACK"
- ✓ SALE MADISON COUNTY ONE BOOKING KIOSK FOR THE ACCOUNTING OF FUNDS DEPOSITED BY INMATES PROCESSED INTO THE FACILITY AND THE RELATED COMPUTER EQUIPMENT FOR A ONE-TIME COST OF THIRTY-FIVE HUNDRED DOLLARS (3,500.00) NET 20 UPON DELIVERY AND BILLING. KIMBLE'S WILL MAINTAIN THIS EQUIPMENT FOR THE LIFE OF THE CONTRACT AT NO COST TO THE FACILITY.

**FIRST AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date it is signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement dated November 16, 2011 ("Agreement"), by and between Madison County, North Carolina ("Customer") and Kimble's Commissary Service. ("Kimble's").

**WHEREAS**, Customer desires and Kimble's agrees to provide one Inmate Dormitory Kiosk to be installed for use by inmates in the commissary ordering process.

**NOW, THEREFORE**, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM**. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect for a period of twenty-four (24) months from the date of signature.
2. **COMMISSION**. Kimble's will increase the rebate commission from 19% to 25% on all items sold that are specified as commissionable in the Master Services Agreement.

**DESCRIPTION:**

Kimble's will provide one (1) kiosk commonly referred to as an inmate dormitory kiosk at no cost to Madison County N.C. for use in the Detention Center. This kiosk will be used by inmates to facilitate the commissary ordering process and provide access to account balances. Kimble's will provide software related to the company's "Inmate Direct" trust fund accounting system required for the dormitory kiosk to function on the Kimble's system.

Kimble's will provide one (1) booking kiosk at no cost to Madison County N.C for use in the Detention Center. This kiosk will be used for the deposit of cash in possession of persons processed into the Jail.

Madison County agrees to provide A/C power and network cabling at the location selected for the kiosk installation. The data connection to this kiosk will be installed so as to access the Kimble's server located in the booking area. The county further agrees to arrange with Southern Software for the use of identification armbands containing barcodes to allow inmates secure access to their accounts via the kiosk. Armbands and related materials and equipment will be provided by the County.

**All terms and conditions of the Agreement not amended by this Second Amendment remain in full force and effect.**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

**MADISON COUNTY, NORTH CAROLINA**

**KIMBLE'S COMMISSARY SERVICES**

By: James E. Harwood  
Name: James E. Harwood  
Title: Sheriff  
Date: 05/16/12

By: William A. Pendergraph  
Name: William A. Pendergraph  
Title: GM - Correctional Division  
Date: 5/16/12

**Please return signed amendment to:**

Lee Farnsworth, Regional Manager  
607 Hines St.  
LaGrange, GA 30241

706-884-5527

**SECOND AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** is effective as of the last date it is signed by a party and amends, supplements and clarifies the Master Services Agreement dated November 16, 2011 ("Agreement"), by and between Madison County, North Carolina ("Customer") and Kimble's Commissary Service. ("Kimble's").

**WHEREAS**, Kimble's desires and Customer agrees to change commissary operating software from Kimble's Inmate Direct to Lockdown Commissary Software. Additionally the Customer desires and Kimble's agrees to add additional services for the facility as stated in the Description Section of the Second Amendment.

**NOW, THEREFORE**, as of the Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree to additional services as follows:

1. **TERM**: All prior references to 'Term' in subsequent documents related to this Master Services Agreement shall be superseded by the following: The "Term" of this Agreement shall commence upon the signing of this Second Amendment and will continue for thirty six (36) months thereafter. At the expiration of the original term the Agreement shall renew for one (1) year periods unless one of the parties notifies the other thirty days (30) prior to the expiration of their intention to terminate the agreement. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
2. **SOFTWARE**: In third quarter 2012 Kimble's wished to upgrade operating software from "Inmate Direct" to "Lockdown" and the Customer verbally agreed to that upgrade and the upgrade was completed. This is to specifically document and both parties to accept said software conversion.
3. **DORMITORY KIOSKS**: Kimble's agrees to replace the current dormitory kiosk with a new device and install three (3) additional dormitory kiosks for use by the inmate's at the customer's facility.
4. **ELECTRONIC MAIL**: Kimble's will provide secure electronic mail via the existing dormitory kiosk.
5. **REMOTE VISITATION**: Kimble's will provide distance visitation capability via the dormitory kiosks.
6. **DEBIT CARD BONDING**: Kimble's will provide an application to provide release debit card funding for bonding agents.

**DESCRIPTION:**

Kimble's will replace the current one (1) dormitory kiosk with new equipment and install three (3) additional dormitory kiosks that will provide new equipment for all housing areas at the Customer's current facility. Customer agrees to install 110V power and CT5 or better cabling to the kiosk installation points.

Kimble's will provide secure electronic mail (email) communication for inmates and their friends and family. This communication will be conducted via the dormitory kiosks. A fee of \$0.50 will be charged for each communication with no commission due to the Customer for this application.

Kimble's will provide distance video visitation capability for use by inmate's and their friends and family including scheduling capability via the JailATM website.. A fee of \$19.99 will be charged to the visiting party per each 15 minute visit session. A commission of \$5.00 will be paid to Madison County for each completed visitation session.

Kimble's will supply an application for the Customer to provide debit release cards to bonding companies for payment of fees charged by the bonding company for their services.. The inmate will be charged a fee of \$20.00 to cover the costs related to this service. The Customer will be paid a commission of \$10.00 for each such transaction.

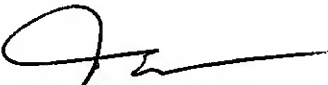



**All terms and conditions of the Agreement not amended by this Second Amendment remain in full force and effect.**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

**MADISON COUNTY, NORTH CAROLINA**

**KIMBLE'S COMMISSARY SERVICES**

By:   
Name: TOM BOWLES  
Title: \_\_\_\_\_  
Date: 6-4-13

By:   
Name: LEE FARNSWORTH  
Title: REGIONAL MGR.  
Date: 6-4-13

**Please return signed amendment to:**

Lee Farnsworth, Regional Manager  
607 Hines St.  
LaGrange, GA 30241  
  
706-884-5527

**Tom Banks**

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**From:** Jneill@madisoncountync.gov  
**Sent:** Wednesday, May 09, 2018 3:07 PM  
**To:** tbanks@madisoncountync.gov  
**Subject:** Fwd: Follow-up on April 12, 2018, NC Public Records Request

Sent from my iPhone

Begin forwarded message:

**From:** <[sheriffharwood@madisoncountync.gov](mailto:sheriffharwood@madisoncountync.gov)>  
**Date:** May 9, 2018 at 3:03:44 PM EDT  
**To:** <[jneill@madisoncountync.gov](mailto:jneill@madisoncountync.gov)>  
**Subject:** FW: Follow-up on April 12, 2018, NC Public Records Request

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**From:** Michael A. Pezza Jr. <[mpezza@mpezzalaw.com](mailto:mpezza@mpezzalaw.com)>  
**Sent:** Wednesday, May 9, 2018 3:01 PM  
**To:** [sheriffharwood@madisoncountync.gov](mailto:sheriffharwood@madisoncountync.gov)  
**Subject:** Re: Follow-up on April 12, 2018, NC Public Records Request

Sheriff,

Thank you for your April 30 letter. Much as I'd enjoy the excuse to visit your state and its warm weather, I'd appreciate it if you would kindly send me copies, either PDFs by email or printed copies by regular mail. In that regard, if there is a charge for the copying and mailing, please let me know. I could send a pre-addressed, stamped envelope if that is easier for you, if you let me know how many pages so I may calculate the correct postage.

Thank you.

MICHAEL A. PEZZA JR.

**LAW OFFICE OF MICHAEL A. PEZZA JR.**  
[mpezza@mpezzalaw.com](mailto:mpezza@mpezzalaw.com) | [www.mpezzalaw.com](http://www.mpezzalaw.com)

**BOSTON DISPUTE RESOLUTION SERVICES**  
[map@bostonresolution.com](mailto:map@bostonresolution.com) | [www.bostonresolution.com](http://www.bostonresolution.com)

PO Box 590278 | NEWTON CENTER, MASSACHUSETTS 02459 | 617.917.5255 | 617.398.2737 Fax

LECTURER  
**Northeastern University School of Law**

Linked  profile

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**From:** LOMAP <[mpezza@mpezzalaw.com](mailto:mpezza@mpezzalaw.com)>  
**Date:** Monday, April 23, 2018 at 12:52 PM  
**To:** "[sheriffharwood@madisoncountync.gov](mailto:sheriffharwood@madisoncountync.gov)" <[sheriffharwood@madisoncountync.gov](mailto:sheriffharwood@madisoncountync.gov)>  
**Subject:** Follow-up on April 12, 2018, NC Public Records Request

Re: Madison County Sheriff's Office - North Carolina Public Records Request

I am writing to follow up on my April 12, 2018, request for records under the North Carolina Public Records law, since I have not yet received a reply from your office. A list of the records I requested appears below.

Please send the requested records at your earliest opportunity, in the format noted in my request.

Thank you.

Michael Pezza

Michael A. Pezza Jr.

LAW OFFICE OF MICHAEL A. PEZZA JR.

[mpezza@mpezzalaw.com](mailto:mpezza@mpezzalaw.com) | [www.mpezzalaw.com](http://www.mpezzalaw.com)

BOSTON DISPUTE RESOLUTION SERVICES

[map@bostonresolution.com](mailto:map@bostonresolution.com) | [www.bostonresolution.com](http://www.bostonresolution.com)

PO Box 590278 | Newton Center, Massachusetts 02459 | 617.917.5255 | 617.398.2737 Fax  
LECTURER  
Northeastern University School of Law

CONFIDENTIALITY NOTICE: This e-mail is intended solely for the addressee(s). If this message has been sent to you in error, please notify me, and then delete this e-mail and any reply that you send. Your inadvertent receipt of this e-mail is not intended to waive any applicable confidentiality, privilege, or other protection.

Records requested on April 12, 2018

The records I am requesting concern inmate telephone, commissary, video visitation, banking or payment processing, and In-Pod or tablet services (or any combination of some or all such services) that are provided at inmate facilities operated by, or otherwise under the control of, the your office or the county. The particular records I am requesting are:

1. The current inmate telephone service agreement / contract (including all addenda, exhibits, and amendments).
2. The two most recent months of inmate telephone service commission statements or revenue reports (however entitled) for telephone and bundled services, presumably stating calls, minutes, revenue, and commissions for all call types.
3. The current commissary agreement / contract (including all addenda, exhibits, and amendments).
4. The two most recent months of commissary commission statements or revenue reports (however entitled).
5. The current video visitation services agreement / contract (including all addenda, exhibits, and amendments).

6. The two most recent months of video visitation services commission statements or revenue reports (however entitled).
7. The current inmate banking or payment processing services agreement / contract (including all addenda, exhibits, and amendments).
8. The two most recent months of inmate banking or payment processing services commission statements or revenue reports (however entitled).
9. If it is separate from one of the agreements requested above, the current In-Pod Kiosk or tablet services agreement / contract (including all addenda, exhibits, and amendments).
10. If they are separate from commission statements or revenue reports requested above, the two most recent months of In-Pod Kiosk or tablet services commission statements or revenue reports (however entitled).
11. If it is separate from one of the agreements requested above, the current Jail Management System vendor agreement / contract (including all addenda, exhibits, and amendments).

PDF or other electronic or scanned copies of the requested records delivered to me by email are preferable, but copies on a CD or printed copies are acceptable if the records cannot be sent by email. I do not need certified copies of the records. If there are fees for hard copies or otherwise, please reply by email with the cost for the requested copies, and instructions for payment.